

Southern Prairie AEA (AEA #15) AFSCME Council 61 7/1/2005 6/30/2008



CLASSIFIED MASTER CONTRACT AGREEMENT

between

Southern Prairie Area Education Agency 15
and

American Federation of State, County and Municipal Employees
Iowa Council 61/Local 3659

Collective Bargaining Agreement

**July 1, 2005
through
June 30, 2008**

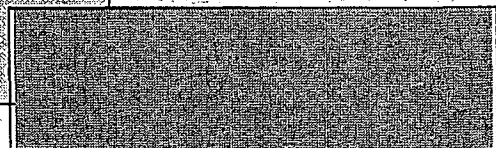
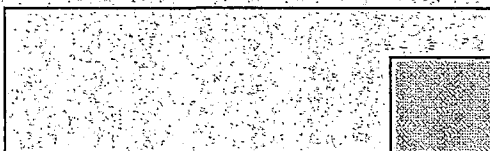


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ARTICLE I.

Agreement

THIS AGREEMENT is made and entered into this first day of July, 2005, by and between Southern Prairie Area Education Agency 15, hereinafter referred to as the **Employer**, and Local 3659 Iowa Council 61, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the **Union**, as the exclusive representative of the employee of said district as identified in the Collective Bargaining Agreement.

ARTICLE II.

Recognition and Dues Deduction

1. Recognition: The Employer recognizes the Union as the sole and exclusive bargaining agent for all personnel as set forth in the PERB certification (Case No. 6779) issued by the PERB on the 1st day of March, 2004.

2. (a) Dues Deduction Authorization: Any employee who is a member of the Union and who has applied for membership may sign and deliver to the Employer an assignment authorizing payroll deduction of Union dues from salary on a form provided by the Union.

(b) Contribution: Employees shall have 1/9 of annual dues deducted from paychecks each month, commencing in October and ending in June. Employees who begin employment or commence union membership after September shall commence dues deduction the following month, if their employment or union membership commences by the 15th of the month. If their employment or union membership commences after the 15th of the month, dues deduction shall commence the month following the following month.

(c) Deduction Authorization: Pursuant to deduction authorization, the Employer shall deduct the monthly authorization from the first regular paycheck of the employee each month for nine (9) consecutive months beginning with October and ending in June of each year, provided that the dues authorization is delivered to the Employer by the 15th day of the month preceding the month in which the dues deduction begins. Any increase in dues will automatically be in effect thirty (30) days from the time the business office is notified by the Union Secretary.

(d) Deductions: The Employer will not deduct or collect institutional fees, special assessments, back dues, fines or other similar items.

(e) Termination: Authorization for dues deduction may be terminated with written notice to the employer and to the Union only between September 1 and September 15 of a given year. The employer agrees not to hold the employee request to terminate a payroll dues

deduction and will only accept requests to terminate a payroll dues deduction between September 1 and September 15 of a given year.

(f) Release of Liability: Any payments made to the Union by dues deduction alleged to have been made in error must be resolved between the Union and the employee. The employee will not make a claim for improper payment against the Employer.

(g) Transmittal: Monthly, the Employer shall transmit the dues deductions to the treasurer of the Union. The Union, annually, shall notify the Employer who the treasurer is and where the payments should be delivered. All notifications shall be made in writing.

(h) Other Deductions: Upon appropriate written authorization from the employee, the employer shall deduct from the employee's salary the proper remittance for annuities, credit union payments, savings bonds, charitable donations, and insurance. The employer shall not withhold pay as requested unless employee has sufficient earnings to cover such withholding requests.

(i) Sufficient Earnings: Deductions for any membership dues shall only occur when the employee has sufficient earnings to first cover deductions for social security, federal taxes, state taxes, retirement and insurance.

(j) Presentation to New Employees: The local Union may make presentations to new employees at the beginning of the school year at an inservice session. Such presentations will be limited to one-half hour in length and shall occur only once during each calendar year. Coordination for making the presentation shall be made with the administrator.

ARTICLE III.

Grievance Procedure

1. Purpose: The purpose of this article is to provide a method of prompt and equitable settlement of employee grievances. The Employer and Union agree that these proceedings shall be as informal and confidential as may be appropriate at any level of the procedure and agree to attempt to resolve all grievances informally at the lowest possible level.

2. Time Limits: Grievances not appealed within the designated time limits in any step of the grievance procedure may be denied by the Employer on the basis of timeliness. The Union reserves the right to submit such grievances to arbitration.

Grievances not answered by the Employer within the designated time limits in any step of the grievance procedure may be appealed to the next step.

3. Definition of Grievance: Grievance is a claim by an employee or the Union which

alleges a violation of this Agreement has occurred. The grievance shall be presented to the designated supervisor on the form set forth and signed and dated by the Union.

{Informal}: The employee(s) with a grievance shall first discuss it with his/her supervisor or designee. The employee may elect to have representation from the Union present if he/she wishes.

{Formal} Step I: If, as a result of the informal discussion with the supervisor or designee, a grievance still exists, the grievant may invoke the formal grievance procedure either individually or through the Union on the form set forth. A copy of the grievance form shall be delivered to the appropriate supervisor within ten (10) work days from the date of the alleged violation. The supervisor shall indicate his/her disposition of the grievance in writing within seven (7) work days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) work day period, the grievance may be transmitted to Step II, unless the Service Area Director is the supervisor, in which case the grievance may be transmitted to Step III.

Step II: The Service Area Director shall meet with the aggrieved person and the Union within ten (10) work days of the receipt of the grievance. The Service Area Director shall indicate his/her disposition in writing within seven (7) working days of the meeting and shall furnish a copy thereof to the Union. If the grievance still remains unresolved, the employee or Union may appeal the grievance to Step III.

Step III: The Chief Administrator shall meet with the aggrieved person and the Union within ten (10) work days of the receipt of the grievance. The Chief Administrator shall indicate his/her disposition in writing within seven (7) work days of the meeting and shall furnish a copy thereof to the Union. If the grievance still remains unresolved, the Union may appeal the grievance to Step IV (Arbitration) by serving written notice to the Employer within ten (10) work days of the receipt of the Step III disposition.

Step IV: Arbitration proceedings shall be conducted by an arbitrator selected by the Employer and the Union within ten (10) work days after notice has been given.

If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and the Union shall have the right to reject two complete panels and to strike two names from the third panel. A flip of a coin will determine which party will strike the first name; the other party shall then strike one name. The process shall be repeated and the remaining person shall be the arbitrator.

The arbitrator shall have no authority to add to, subtract from, change, modify, or amend any of the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on both parties of this Agreement provided such decision does not exceed the arbitrator's jurisdiction or authority as set forth above.

The costs for the services of the arbitrator, including per diem expenses, travel and subsistence expenses and the cost of any hearing room will be borne equally by the Union and the Employer. All other costs will be borne by the party incurring them.

The filing or lack of filing of a grievance carries no precedent.

ARTICLE IV.

Discipline

1. Disciplinary action shall be defined as one or more of the following:
 - (a) An oral warning;
 - (b) A written warning;
 - (c) Suspension without pay;
 - (d) Discharge.
2. Disciplinary action shall be applied against an employee for just cause only. Supervisors, Service Area Directors or the Chief Administrator will endeavor to handle discipline as discreetly as possible.
3. If discipline is applied to an employee, a record of the discipline shall be made and placed in the employee's personnel file. A copy of the discipline or memorandum of discipline shall be furnished to the employee and the President of the local or the President's designee.
4. Nine (9) months from the date that the warning memorandum is placed in the employee's file, the same shall be of no further force and effect and shall be removed as promptly as possible thereafter.
5. An employee who is the subject of disciplinary action may appeal such disciplinary action by proceeding through the grievance procedures provided herein.
6. If an employee is suspended without pay or discharged, the employee may appeal such suspension without pay or discharge through the grievance procedure upon the grounds that there was not sufficient evidence to suspend or discharge or that the suspension or discharge was inappropriate. Such appeal shall begin with the fourth step of the grievance procedure which provides for arbitration.

ARTICLE V.

Seniority

Definition: Seniority is herein defined as length of continuous service with the Employer from last date of hire. Date of hire is first date on which the employee is placed on the job. Seniority shall operate on an agency-wide basis - all regularly employed personnel to appear on one seniority list.

Not later than September 15 of each year, the Employer shall furnish to each employee and to the Union a seniority list showing position and the date of hire of each employee. Any corrections to the seniority list shall be submitted to the Employer by October 15 of each year. The seniority list shall be deemed accurate after October 15 of each year.

An employee's seniority record shall be broken by voluntary resignation, discharge, reduction in force and retirement. Should an employee, laid off, return to work within two (2) years, the seniority will pick up from the date of his/her return. Seniority rights will be forfeited if the continuous period of layoff exceeds two (2) years.

ARTICLE VI.

Transfer & Promotion Procedures

1. Transfer shall mean movement of any employee to another position within the Bargaining Unit. The position being transferred to must be different than the current position held by the transferring employee with differences defined as:

- (a) in a different location; or,
- (b) an increase or decrease of 5% or more in number of annual hours; or,
- (c) be in a different Service Area than the service area currently held by the transferring employee. Service Area shall be designated as Administration, Special Education, Instructional Services (Consultants), Instructional Services Resources.

2. When openings occur or new jobs are created, notice of such openings will be given to the President, Vice-President and Secretary of the Union, posted on the Employer's website, posted on a bulletin board in each office, and given to each employee who requests such notice on a form provided by the Employer. During the subsequent four (4) working days, employees may apply for these openings by filing a written statement with the Service Area Director. Notice of such openings shall contain information as to what the qualifications for the positions are, where the position is located, the number of days in the contract, the total working hours for the position, and the service area of the position. If an employee has taken and passed a typing test in order to qualify for any

position currently with the Agency, the employee will not have to take another typing test to satisfy qualifications for positions requiring typing. Any testing required for the employee to qualify for the position must test provable, objective standards. Also, employees do not need to re-qualify for any positions previously held or for any positions similar to those previously held.

3. When two or more applicants have relatively equal qualifications and are qualified for the job, the employee applicant with the greater seniority will be awarded the new job. If seniority is the same, the employee with the better qualifications will be awarded the job.

4. Should no present employee apply for a job opening or should employee applicants not be qualified, the Employer may hire or assign as the Employer shall determine from outside the Bargaining Unit.

5. If a current position is expanded so as to provide for more hours, notice of the position shall be given to the President, Vice-President and Secretary of the Union, posted on the Employer's website, posted on a bulletin board in each office, and given to each employee who requests such notice on a form provided by the Employer. During the subsequent four (4) working days, employees may apply for the position by filing a written statement with the Service Area Director. The position will be awarded to the most senior qualified employee applying for the position. If no employee applies for the position, then the Employer may fill the position as it determines.

ARTICLE VII.

Staff Reduction Procedures

If the Employer, for any reason, determines that it is necessary to reduce the number of positions in the Bargaining Unit at one of its office locations, the employee in the position to be eliminated with the least seniority shall be notified.

(a) When a job is eliminated, or an employee's annual hours of employment are reduced five per cent (5%) or more, an employee so affected by said elimination or reduction may use his/her seniority to move to any position, for which the employee is qualified, presently filled by someone with less seniority. For the purposes of this agreement, the job is eliminated or reduced when the employee is personally informed in writing that their position will be eliminated or reduced, either immediately or at the end of the current contract year. All rights provided in this Article shall begin when the employee receives written personal notification that his/her job is eliminated or hours are to be reduced. Said employee shall utilize said seniority to move to a new job within four (4) working days of personal notification of job elimination or hour reduction. The failure to use said seniority within said time shall cause a forfeiture of employee's right under this sub-paragraph. Utilization of said seniority shall be accomplished by giving a written statement thereof to the Service Area Director of the position selected.

(b) When an employee is displaced by such action described in paragraph (a), an employee may use his/her seniority to move to any position, for which the employee is qualified, presently filled by someone with less seniority. The failure to use said seniority within said time shall cause a forfeiture of employee's rights under this sub-paragraph. Utilization of said seniority shall be accomplished by giving a written statement thereof to the Service Area Director. Each person displaced under this procedure will have the same rights except the most junior person, who will be laid off. Any employee selecting a new position under the procedures described in sub-paragraph (a) or sub-paragraph (b) shall be required to serve a probationary period of forty-five (45) days. If the employee selecting the new position under the procedure described in sub-paragraph (a) or sub-paragraph (b) is unable to perform the position in a manner satisfactory to the Service Area director, the employee will then be notified that the employee has been determined to be unable to perform the duties of the position selected. If the employee is notified that he/she is unable to perform the duties of the position selected, the employee then will be placed on layoff status as described in Article VII sub-paragraph (c). Such employee shall have the rights of recall as provided in sub-paragraph (c) of Article.

(c) If openings occur within two (2) years of the elimination of a position or layoff, employees will be re-employed in the inverse order of the layoff. If an employee fails to return to work within seven (7) calendar days after being notified or recalled, he/she shall lose his/her seniority and status as an employee.

(d) New employees shall be subject to serving a probationary period of ninety (90) days. Any probationary employee may be discharged prior to ninety (90) days employment.

ARTICLE VIII.

Hours of Work

1. Hours of Work:

(a) The normal work day will be 8:00 a.m. to 4:30 p.m. Monday through Thursday; 8:00 a.m. to 4:00 p.m. on Friday. Employees shall be permitted to leave at 3:00 p.m. on the day of dismissal for Thanksgiving break, Winter break and Spring break.

(b) The Employer recognizes that flexible scheduling can be agreed upon between the employee and Employer so long as the Employer is able to maintain operational efficiency and staffing at times crucial to the operation of the Employer. Flexible scheduling requests will not be unreasonably denied.

(c) Summer work day shall be the same as in paragraph (a) above, except that the

employee may arrange the work day to provide four (4) days totaling thirty-nine and one-half (39.5) hours. Such change shall be subject to the approval of the Service Area Directors. Summer work shall be during the last half of June, July and first half of August.

2. Breaks: All employees shall be granted thirty (30) minutes for rest periods with pay per work shift (minimum of 15-minute duty free time blocks). The break shall be scheduled at the middle of each one-half (½) shift whenever this is feasible.

Employees who, for any reason, work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute break before they start to work on such next shift. In addition, they shall be granted the regular breaks that occur during the shift.

3. Meal Periods: All employees shall be granted a thirty (30) minute duty free lunch period during each work shift.

4. Overtime:

(a) All work performed in excess of forty (40) hours in any one (1) week shall be overtime and shall be paid at the rate of time and one-half (½) of the employee's straight time hourly rate.

(b) Payment of overtime shall be made in either cash or compensatory time as follows:

(1) The decision to receive overtime in cash or compensatory time shall be made by the employee with reasonably prompt notice to the employer concerning the decision of the employee.

(2) A request can be made by the employee for cash payment of accumulated compensatory time. Such payment shall be made with at least two (2) week's notice to the business office.

(3) Compensatory time shall be provided to the employee upon a schedule mutually agreed upon between the employee and the supervisor so as to not materially disrupt the Employer's operation.

(c) The Employer shall approve all overtime in advance and may adjust the schedule of employees in the week so as to provide a forty (40) hour week only.

(d) Wage and hour statements shall begin on Monday and conclude on Sunday.

(e) Above language is not intended to reduce the normal work week of the employees.

(f) The Employer shall, as far as practical, offer and distribute non-contract work to employees within the service area on an equal basis by seniority among those employees that are qualified to perform the duties when circumstances make the scheduling of such non-contract work practical. If employees within the service area do not accept non-contract work, then the non-contract work will be offered to the other members of the Bargaining Unit. The most senior applicant will receive the work if more than one qualified person applies. When notification is given for non-contract work, notification shall be calculated so as to provide the maximum possible notice and be a reasonable time within which the employee can decide whether to apply for the non-contract work. In any event, two (2) days within which to request or apply for non-contract work shall be considered reasonable notice.

5. In the event it is necessary for an employee to be called back to work at the request of the Service Area Director, Chief Administrator or other supervisor in order to attend to an emergency situation or some other extraordinary circumstance which requires the employee's attendance immediately, then the employee shall be entitled to one (1) hour pay at a minimum or pay for the actual time spent at work under the emergency situation or an equivalent amount of compensatory time. This pay shall be included in the current wage and hour statement.

ARTICLE IX.

2005-2006 Wages

1. (a) Salary Schedule.

SOUTHERN PRAIRIE AEA #15
Classified Salary Schedule

| STEP | 2005-2006 |
|------|-----------|
| 1 | 9.56 |
| 2 | 9.74 |
| 3 | 9.93 |
| 4 | 10.11 |
| 5 | 10.29 |
| 6 | 10.47 |
| 7 | 10.65 |
| 8 | 10.83 |

Repair Technicians shall receive \$2.50 per hour in addition to the salary indicated on the above salary schedule.

(b) Step Advancement: Employees shall advance on the salary schedule not more than one step per year unless a step or steps on the schedule is eliminated. If an employee is hired by the Agency after the first day of work, then in order to qualify for step advancement, the employee shall work for the Agency for a period of time greater than one-half of the Agency's work year. Each employee qualifying for advancement for 2005-2006 shall advance one step. The 2005-2006 salary schedule is adjusted to eliminate the initial two steps from the 2004-2005 salary schedule.

ARTICLE IX.

2006-2007 Wages

1. (a) Salary Schedule.

SOUTHERN PRAIRIE AEA #15
Classified Salary Schedule

| STEP | 2006-2007 |
|------|-----------|
| 1 | 9.84 |
| 2 | 10.03 |
| 3 | 10.21 |
| 4 | 10.39 |
| 5 | 10.57 |
| 6 | 10.75 |
| 7 | 10.93 |

Repair Technicians shall receive \$2.50 per hour in addition to the salary indicated on the above salary schedule.

(b) Step Advancement: Employees shall advance on the salary schedule not more than one step per year unless a step or steps on the schedule is eliminated. If an employee is hired by the Agency after the first day of work, then in order to qualify for step advancement, the employee shall work for the Agency for a period of time greater than one-half of the Agency's work year. Each employee qualifying for advancement for 2006-2007 shall advance one step. The 2006-2007 salary schedule is adjusted to eliminate the initial step from the 2005-2006 salary schedule.

ARTICLE IX.

2007-2008 Wages

1. (a) Salary Schedule.

SOUTHERN PRAIRIE AEA #15
Classified Salary Schedule

| STEP | 2007-2008 |
|------|-----------|
| 1 | 10.17 |
| 2 | 10.35 |
| 3 | 10.53 |
| 4 | 10.71 |
| 5 | 10.89 |
| 6 | 11.07 |

Repair Technicians shall receive \$2.50 per hour in addition to the salary indicated on the above salary schedule.

(b) Step Advancement: Employees shall advance on the salary schedule not more than one step per year unless a step or steps on the schedule is eliminated. If an employee is hired by the Agency after the first day of work, then in order to qualify for step advancement, the employee shall work for the Agency for a period of time greater than one-half of the Agency's work year. Each employee qualifying for advancement for 2007-2008 shall advance one step. The 2007-2008 salary schedule is adjusted to eliminate the initial step from the 2006-2007 salary schedule.

2. Lead Person: Any employee placed in a lead position by the respective Service Area Director shall be paid fifty cents (\$.50) more per hour than the employee's basic hourly rate. The description of the job and selection of the lead person position shall be determined by the Service Area Director. Whether a lead person is needed is a determination to be made in the sole discretion of the Employer.

3. Longevity: Each employee shall receive annually an additional hourly amount as longevity pay if and only if the employee cannot advance on the salary schedule because the employee advanced as far as the schedule will permit. The additional amount for longevity pay shall be four cents (\$.04) per hour for 2005-2006; five cents (\$.05) per hour for 2006-2007; and, six cents (\$.06) per hour for 2007-2008.

4. Education Rating: Any employee enrolled in college and taking Employer-approved work-related courses shall be reimbursed one-half (½) their tuition or one hundred dollars (\$100) per year, whichever is less.

5. Method of Payment: Each employee will be paid 1/12 of the annual contract salary in monthly installments via direct deposit with payment processed so that it may be made on the first day of the month. Each employee shall execute the necessary forms required for direct deposit of pay at the employee's selected financial institution.

ARTICLE X.

Insurance

1. Health Insurance Plan: Each full-time employee shall receive a monthly amount contributed by the Board of \$577 for 2005-2006; \$627 for 2006-2007; and \$677 for 2007-2008. An employee may opt out of the purchase of health insurance. Each employee will be required at a minimum to select a single health plan offered through the cafeteria benefit plan. The employee may receive the cash equivalent of the Board contribution by annually providing proof of coverage from another group health plan.

2. Qualifications for Health Insurance Plan: Employees employed for 1,543 hours or more shall receive the above payments. Employees employed for between 1,000 and 1,542 annual hours are part-time employees and shall receive a prorated payment for the monthly amount in the same proportion that the employee's annual contracted hours are to 1,543 hours. To receive the cash equivalent, a part-time employee may opt out of the purchase of any health coverage and is required to provide proof of coverage from another group health plan.

3. Group Life Insurance: The Employer agrees to provide \$30,000 of Group Life Insurance.

4. (LTD) Disability Insurance: One hundred percent (100%) of the premium will be paid by the Employer for LTD (Long Term Disability). Monthly income benefit shall be sixty percent (60%) of the employee's covered monthly compensation.

5. The Employer shall provide each new employee with a description of the insurance coverage provided within ten (10) days of the time they are hired. The description shall include a description of conditions and limits of coverage. Continuing employees will receive such information within ten (10) days any time the coverage or carrier changes, but may obtain the same information at any time by requesting it from the Employer.

6. The Employer will implement a flexible spending account to be made available to employees who elect to use such flexible spending account at the employee's expense for the cost of the third party administrator. The third party administrator shall be selected by a committee of the employer, the Southern Prairie Education Association and AFSCME Local 3659.

ARTICLE XI.

Vacation

1. Employees employed for 1,543 hours or more per year shall be provided paid vacation according to the following schedule:

| Years | Vacation Earned Per Hour Worked | 241 Day | 203 Day | 193 Day |
|-------------|------------------------------------|-----------|-----------|-----------|
| 1 | .0415 | 80 hours | 67 hours | 64 hours |
| 2 | .0415 | 80 hours | 67 hours | 64 hours |
| 3 | .0415 | 80 hours | 67 hours | 64 hours |
| 4 | .0415 | 80 hours | 67 hours | 64 hours |
| 5 | .0415 | 80 hours | 67 hours | 64 hours |
| 6 | .0622 | 120 hours | 101 hours | 96 hours |
| 7 | .0622 | 120 hours | 101 hours | 96 hours |
| 8 | .0622 | 120 hours | 101 hours | 96 hours |
| 9 | .0622 | 120 hours | 101 hours | 96 hours |
| 10 | .0622 | 120 hours | 101 hours | 96 hours |
| 11 & beyond | .0830 | 160 hours | 135 hours | 128 hours |

2. Employees must schedule vacation with their immediate supervisor so as to avoid undue absence from the Employer so that the operational efficiency would not be materially impaired. If the immediate supervisor has denied an employee's vacation request, and the employee and the immediate supervisor are unable to mutually agree upon an alternative vacation schedule, the employee may elect to receive pay at the normal hourly rate for up to one-half of the annual vacation earned.

3. Vacation time earned in a fiscal year and not used by January 15 of the next year will be considered lost unless otherwise arranged for by special permission of the immediate supervisor. Vacation time under no circumstances can be carried beyond June 30 of the preceding fiscal year.

4. If any employee's contract is terminated prior to the end of a fiscal year, vacation time will be prorated based on actual hours worked.

5. If an employee is hired after July 1 and before December 1, and if the employee is employed for thirty-nine and one-half (39.5) hours per week thereafter, the employee will be eligible for prorated vacation. If the employee is hired on December 1 or after, the employee will not be eligible for vacation for that fiscal year.

ARTICLE XII.

Leaves of Absence

1. If an employee takes any of the following leaves and if the leave exceeds one (1) continuous week, when the Employer determines the absence has created operational inefficiency or for any other reason that the Employer determines, the Employer will reassign part-time employees or hire substitutes as needed.

2. Union Leave: Up to a total of seven (7) days (without pay) per unit per year shall be available for representatives of the Union to represent the Union and to attend to Union business. Notice not less than three (3) days prior to the day of absence shall be given to the employee's supervisor of the absence.

3. Political Leave: In the event an employee wishes to become a candidate for elective political office, the employee may be granted a leave of absence for the purpose of campaigning for such office. The employee seeking political leave shall apply on the proper form as determined by the Employer with approval being given by the Employer. This campaign shall be at the expense of the employee and the salary shall be reduced on a per diem basis for work days lost because of the campaign.

If the employee is elected to the office sought, the employee will have the option of purchasing health and major medical insurance through the Employer's group at the employee's own expense.

If the employee is elected to the office sought, the employee may be granted a leave of absence extending through the term of office to which the employee has been elected. The leave must be applied for on a form provided by the Employer and approved by the Employer. Such leave

will be without salary. Upon return from the leave, the employee shall be returned to the same position occupied immediately prior to the leave or to one of the same type. Placement on the salary schedule shall reflect all previously earned seniority up to the date of the leave.

The employee may continue to work for the Employer during the time the employee is not performing the duties of the elective office.

4. Personal Leave: Each employee shall be credited with two (2) days to be used for the employee's personal use. Such personal leave days shall not be accumulated. Personal leave may be used for any purpose at the discretion of the employee. The employee, as soon as practical, shall notify the supervisor/ director when the personal leave is used or planned to be used.

Part-time employees shall receive personal leave on a prorated percentage of the full-time equivalency of employment, rounded to the nearest hour. For personal leave purposes, full-time employees shall be any employee on more than a 1,520 hour contract.

5. Military Leave: Leaves of absence for employees at the Agency will be granted for involuntary military service in accordance with the provisions of Sec. 29A.28 of the Iowa Code. On completion of military service, the individual is entitled to reinstatement without loss of status subject to the following conditions; that the employee is physically and mentally capable of performing the duties of the position; that the employee makes written application for reinstatement to the Chief Administrator within ninety (90) days after termination of military service; and, that the employee submits evidence of an honorable discharge. All other types of discharge are subject to an individual review of the Chief Administrator.

The policy for military service leave shall be extended to employees performing alternative service by reason of conscientious objection. At the time of reinstatement, the appropriate Department of Defense form showing satisfactory completion of alternative service shall be presented to the Chief Administrator.

Reservists, whenever possible, are expected to take such training at times mutually agreeable to themselves and to the Employer.

It shall be the policy of the Employer to continue the salary of those employees who are called to active service for the first thirty (30) days of such leave of absence.

6. Jury and Legal Leave: Any employee called for jury duty during time when the employee is required to be at work or an employee who is subpoenaed to appear in any judicial or administrative proceedings or who shall be asked to testify in any grievance arbitration matter shall be provided such time. Any fees or remuneration the employee receives during such leave shall be turned over to the Employer.

7. Family Illness/Bereavement Leave: At the beginning of each contract year each employee is eligible for up to sixty-four (64) hours of family illness/bereavement leave. Family illness/bereavement leave is specifically designed to cover those situations where a family member, as defined hereinafter, suffers an illness, injury or medical emergency which in the opinion of the employee requires the employee's presence. In addition, family illness/ bereavement leave shall be further defined to mean the day when a family member is transported to and/or from the hospital, nursing home or extended care facility. It shall further be considered to be a family illness/bereavement leave for the attendance of the employee at the birth of a child of the employee. For purposes of definition of family illness/bereavement leave, immediate family shall be a member of the following group: spouse, child, mother, father, sister, brother, son-in-law, daughter-in-law, grandchild or grandparent of the employee or of the employee's spouse.

In addition, if available, the eight (8) family illness/bereavement leave days shall be granted for the death of any person in the immediate family as defined herein above.

In the event of the death of any other relative or person of unusually close personal relationship, leave of up to one (1) full day of family illness/ bereavement leave shall be granted for attendance at the funeral. The employee is required to submit the request to the supervisor/director of that employee as soon as it becomes known to the employee or as soon thereafter as is practical upon such forms as the Employer may develop.

Under extenuating or unusual circumstances, additional leave may be granted by the Chief Administrator.

Part-time employees shall receive family illness/bereavement leave on a prorated percentage of the full-time equivalency of employment, rounded to the nearest hour. For family illness/bereavement leave purposes, full-time employees shall be any employee on more than a 1,520 hour contract.

8. Sick Leave: As of the first work day of the new contract year, full-time employees shall be granted leave of absence for personal illness, pregnancy or related medical conditions, injury or disability, at the rate of one hundred forty-four (144) hours per year beginning with the first working day of the new contract year. If a new employee is unable to report for duty on the first day of the new contract, no sick leave will be granted until the employee reports for duty. When the employee reports for duty, then the amount of sick leave said employee would be granted by the Employer shall be granted to the employee as if the employee had reported for duty on the first day of the contract. Unused sick leave days shall be accumulated from year to year with a maximum of nine hundred sixty (960) hours. Any employee having a personal sick leave accumulation in excess of nine hundred sixty (960) hours, shall retain said personal bank account leave until they have exhausted their regular sick leave accumulation. Once used, the excess personal sick leave bank account will not be revived or added to.

The employee may be asked to submit medical evidence whenever the absence is for five (5) or more consecutive working days. Any expense involved in securing such medical evidence shall be the responsibility of the employee.

Part-time employees shall receive sick leave on a prorated percentage of the full-time equivalency of employment, rounded to the nearest hour. For sick leave purposes full-time employees shall be any employee on more than 1,520 hour contract.

In the event that an employee is unable to return to work after the employee's sick leave is exhausted, then the Employer shall pay the cost of the employee's monthly health insurance premiums until the employee is able to return to work or until the employee is eligible for long term disability insurance payments, whichever first occurs. After the date that the employee is eligible to receive long term disability insurance payments, then the Employer shall not be required to pay the cost of the monthly health insurance premiums.

An employee on extended unpaid leave may continue to pay for health insurance by making appropriate arrangements for premium payments through the Employer's business office.

9. Unpaid Leave: Unpaid leave may be applied for by an employee for the purpose of extending personal, family illness/bereavement, sick, disability and political leave. In addition, unpaid professional leave may be requested. The Chief Administrator may approve or disapprove such unpaid leave requests.

10. Educational Improvement Leave: A leave of absence without pay and without fringe benefits for up to one (1) year shall be granted to any employee, upon application, for the purpose of engaging in study reasonably related to professional responsibilities at an accredited college or university. Upon return from such leave, the employee will be placed on the salary schedule at the same step at which they left. The employee would resume the same accumulated sick leave that the employee had on the last day worked before the leave. Application to the supervisor shall be presented no later than January 15 for fall term leave and September 15 for spring term leave.

ARTICLE XIII.

Holidays

Holidays Recognized and Observed: Holidays shall be recognized and observed by the Employer according to the Employer's Calendar. Employees will not be scheduled to work on holidays as recognized on the calendar.

ARTICLE XIV.

Miscellaneous

1. Use of Bulletin Boards: The Employer will make available one bulletin board in each Employer office location for the Union to post notices, information, and any other thing the Union desires to post. Such bulletin board shall be not less than two (2) feet by two (2) feet.

2. Use of Interagency Mail: The Union shall be permitted to use, without additional cost, interagency mail for the purpose of transmitting information concerning the organization, provided the Union complies with the rules and regulations for transporting interagency mail. No cost shall be assessed by the Employer to the Union for the use of interagency mail service.

3. Use of Facilities: The Union shall be permitted to use facilities of the Employer provided the Union requests the use of such facilities with the Chief Administrator not less than five (5) days prior to the date they will be used, and provided that the facilities have not earlier been reserved for use.

4. Use of Photocopying Facilities: The Union shall be permitted to use photocopying equipment owned by the Employer provided the Union pays the reasonable costs charged for private use of photocopying equipment.

ARTICLE XV.

Separability

Should any article, section or clause of this Agreement be declared illegal, then that article, section, or clause should be deleted from this Agreement to the extent that it violated the law, and shall be re-negotiated, if legally negotiable. The remaining articles, section, and clauses shall remain in full force and effect.

ARTICLE XVI.

Duration

This Agreement shall be effective as of **July 1, 2005** and will remain in effect until midnight, **June 30, 2008**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and chief negotiators, and their signatures placed thereon, all on the 8th day of March, 2005.

AFSCME Council 61, AREA EDUCATION AGENCY 15, Local 3659

BY: Julie A. Barwick
Its: President

BY: Steve Siegel
Its: Chief Negotiator

SOUTHERN PRAIRIE AREA EDUCATION AGENCY

BY: Harold R. Mill
Its: Board/President

BY: Richard J. [Signature]
Its: Chief Negotiator